

RESOLUTION

WHEREAS, the Smyrna Housing Authority requested Rutherford County enter into a Cooperation Agreement with the Smyrna Housing Authority for the Sherwood Forest Apartments on Almaville Road in Smyrna, Tennessee; and

WHEREAS, the Cooperation Agreement would exempt by law pursuant to T.C.A. § 67-5-206 the property of the Smyrna Housing Authority from taxes and special assessments; and

WHEREAS, it is in the best interest of the citizens of Rutherford County, Tennessee to enter into said Cooperation Agreement with the Smyrna Housing Authority; and

NOW, THEREFORE, BE IT RESOLVED by the Rutherford County Board of Commissioners that the Cooperation Agreement attached hereto as Exhibit 1 and incorporated herein by reference as if set forth herein at length verbatim be and the same is hereby ratified, confirmed and approved.

BE IT FURTHER RESOLVED that the Mayor and other authorized County officials be and the same are hereby authorized to sign and enter into the attached Cooperation Agreement for and on behalf of Rutherford County.

RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013:

RUTHERFORD COUNTY, TENNESSEE

ATTEST:

BY: \_\_\_\_\_  
ERNEST BURGESS, Chairman

\_\_\_\_\_  
LISA DUKE CROWELL, County Clerk

## COOPERATION AGREEMENT

### (Smyrna Housing Authority)

THIS COOPERATION AGREEMENT (the "Agreement") entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between SMYRNA HOUSING AUTHORITY (herein called the "Local Authority") and RUTHERFORD COUNTY, TENNESSEE (herein collectively called the "County") witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties here do agree as follows:

1. Whenever used in this Agreement:
  - a. The term Project shall mean that certain residential rental affordable housing development known as Sherwood Forest Apartments on Alnaville Road in Smyrna, Tennessee, which is restricted under government regulations pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, and which is located on real property leased from the Local Authority pursuant to a ground lease that complies with, among other things, the applicable Qualified Allocation Plan of the Tennessee Housing Development Agency; such Project having been determined by the Local Authority to be in furtherance of its public purposes.
  - b. The term Taxing Body shall mean the State or any political subdivision or taxing unit thereof in which the Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to the Project if it were not exempt from taxation.
  - c. The term Shelter Rent shall mean the total of all charges to all tenants of the Project for dwelling rents and nondwelling rents (excluding all other income of the Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

2. The Local Authority shall endeavor (a) to secure funding from low income housing tax credits or equivalent governmental financing from the Tennessee Housing Development Agency covering a portion of the construction of the Project and (b) to develop or acquire and administer the Project. The obligations of the parties hereto shall apply to the Project.

3. Under the constitution and statutes of the State of Tennessee, the Project is exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to the Project, so long as either (i) the Project is leased or owned by the Local Authority, or (ii) any contract between the Local Authority and the United States Government or the State of Tennessee, or any agencies thereof (the "Government") for loans or annual contributions, or both, in connection with the Project remains in force and effect, or (iii) any bonds issued in connection with the Project or any monies due to the Government in connection with the Project remain unpaid, whichever period is the longest, the County agrees that it will not levy or impose any real or personal property taxes or special assessments upon the Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall, if called upon by the County, make annual payments (herein called Payments in Lieu of Taxes) in lieu of such taxes and special assessments and in payments for the public services and facilities furnished from time to time without other cost or charge for or with respect to the Project. Until otherwise advised in writing by the County to the Local Authority, there shall be no initial annual payment in lieu of taxes related to the Project. The County reserves the right to impose an annual payment in the future consistent with the services rendered.

4. No member of the governing body of the County or any other public official of the County who exercises any responsibilities or functions with respect to the Project during his tenure or for *one* year thereafter shall have any interest, direct or indirect, in the Project or any property included or planned to be included in the Project, or any contracts in connection with the Projects or property. If any such governing body member or such other public official of the County involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.

5. This agreement shall be retroactive and apply to taxes from and after January 1, 2011.

IN WITNESS WHEREOF the County and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

COUNTY

By: \_\_\_\_\_  
Mayor

SMYRNA HOUSING AUTHORITY

By: \_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary